



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



April 13, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76119 WITH
MIDEO SYSTEMS, INCORPORATED TO PROVIDE MIDEO FORENSIC IMAGING
EQUIPMENT MAINTENANCE AND SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking your Board's approval to amend Agreement Number 76119 (Agreement) for Mideo Forensic Imaging Equipment Maintenance and Support Services with Mideo Systems, Incorporated (Mideo) to execute the first option year to the current Agreement term, modify the Equipment List and Price Schedule (Exhibit D), and increase the Maximum Contract Sum.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment Number Two (Amendment) to the Agreement with Mideo to execute the first option year to the current Agreement term, add equipment, revise a clerical error in Exhibit D, and increase the Maximum Contract Sum from \$536,742 to an amount not to exceed \$593,858.
2. Delegate authority to the Sheriff, or his designee, to execute amendments increasing the Maximum Contract Sum resulting from the addition of equipment to Exhibit D provided the total sum of all increases does not exceed ten percent of the Maximum Contract Sum, as well as execute all change orders and amendments as specified in the Agreement, if it is in the best interest of the County of Los Angeles County (County).

A Tradition of Service

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 29, 2007, the County entered into the Agreement with Mideo to provide forensic imaging equipment maintenance and support services. The base term of the Agreement expires on May 28, 2010, with two one-year options, plus six months, ending November 28, 2012.

The Department's Scientific Services Bureau (SSB) has recently purchased additional forensic imaging equipment. The original warranty for this equipment is nearing expiration and requires the extended maintenance coverage available through this Agreement. The addition of this equipment will exceed the delegated authority of the Sheriff, authorized by your Board on August 4, 2009. Therefore, the Department is seeking Board approval to increase the Maximum Contract Sum and to execute the first option year to the current agreement term.

Implementation of Strategic Plan Goals

The Agreement supports the County's Strategic Plan, Goal 1, Operational Effectiveness. Specifically, the Amendment will allow Mideo to provide continued forensic imaging equipment maintenance and support services.

FISCAL IMPACT/FINANCING

Funding has been identified in the Department's operating budget. Annual allocations will be made to finance the ongoing cost of this maintenance program.

The Maximum Contract Sum, which includes all option periods, as well as a contingency of \$10,000 for additional teardown, move, and reconfigurations, shall not exceed \$593,858.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

SSB oversees one of the largest full-service crime laboratories in the United States. A staff of 198 members provide forensic science support to all County law enforcement agencies with the exception of the Los Angeles Police Department. Approximately one half of the nearly 70,000 cases submitted annually to SSB's Crime Lab are from Department investigators, while the remainder are from local, State, and Federal police agencies. Since 1989, SSB has been an accredited laboratory through the American Society of Crime Laboratory Directors/Laboratory Accreditation Board.

The Amendment adds new equipment to be maintained by Mideo and corrects a clerical error in Exhibit D, increases the Maximum Contract Sum from \$536,742 to \$593,858,

The Honorable Board of Supervisors
April 13, 2010
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exercises the first option year, and adds the County's mandated Defaulted Property Tax Reduction Program language to the Agreement.

This Amendment has been approved as to form by County Counsel.

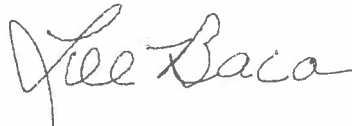
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure that the Department's Mideo systems continue to operate efficiently and effectively through regular maintenance and expeditious repairs.

CONCLUSION

Upon approval and execution of the attached Amendment by your Board, please return an adopted copy of this Board letter and one originally executed copy of the Amendment to the Department's Contracts Unit.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

COUNTY OF LOS ANGELES

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76119
FOR MIDEO FORENSIC IMAGING EQUIPMENT
MAINTENANCE AND SUPPORT SERVICES

This Amendment Number Two (hereinafter "Amendment") to County Agreement Number 76119 (hereinafter "Agreement") is entered into by and between the County of Los Angeles (hereinafter "County") and Mideo Systems, Incorporated (hereinafter "Contractor"), effective as of May 29, 2010.

- A. WHEREAS, on May 29, 2007, County and Contractor entered into the Agreement to provide Mideo Forensic Imaging Equipment Maintenance and Support Services; and
- B. WHEREAS, on August 4, 2009, County and Contractor entered into Amendment Number One to the Agreement to add equipment and to increase the Maximum Contract Sum from \$520,742 to an amount not to exceed \$536,742; and
- C. WHEREAS, the Agreement currently expires on May 28, 2010; and
- D. WHEREAS, County and Contractor desire to extend the term of the Agreement; and
- E. WHEREAS, for any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of the Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to the Agreement shall be executed by the Board of Supervisors or its designee and Contractor; and
- F. WHEREAS, this Agreement has a Maximum Contract Sum, as defined in the Agreement, of \$536,742 which must be increased to accommodate the addition of equipment to Exhibit D (Equipment List and Price Schedule); and
- G. WHEREAS, County and Contractor agree to revise the clerical error in Exhibit D (Equipment List and Price Schedule) and to add new County mandated provisions and exhibits regarding the County's Defaulted Property Tax Reduction Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

- 1. The Term of the Agreement shall be extended for an additional period of one (1) year, from May 29, 2010 through and including May 28, 2011.
- 2. Paragraph 1.2 (Interpretation), Subparagraphs 1.2.1 – 1.2.6 shall be deleted in their entirety and replaced with the following and Subparagraphs 1.2.7-1.2.8 shall be added as follows:

COUNTY OF LOS ANGELES

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76119
FOR MIDEO FORENSIC IMAGING EQUIPMENT
MAINTENANCE AND SUPPORT SERVICES

- 1.2.1 Exhibit A – Additional Terms and Conditions
- 1.2.2 Exhibit B – Statement of Work
- 1.2.3 Exhibit C – Technical Exhibits
- 1.2.4 Exhibit D – Equipment List and Price Schedule
- 1.2.5 Exhibit E – Contractor's EEO Certification
- 1.2.6 Exhibit F – Contractor's Employee Acknowledgement and Confidentiality Agreement
- 1.2.7 Exhibit G - Defaulted Property Tax Reduction Program
- 1.2.8 Exhibit H - Contractor's Certification of Compliance with the County's Defaulted Property Tax Reduction Program

3. Paragraph 8.2 (Maximum Contract Sum) of the Agreement shall be deleted in its entirety and replaced with the following:

8.2 Maximum Contract Sum

The "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing the Full-Service programs specified under this Agreement, exclusive of Reimbursable Costs as defined in Paragraph 8.3. The Maximum Contract Sum for this Agreement, including applicable Taxes authorized by County hereunder shall in no event, expressly or by implication, exceed \$593,858 and shall be allocated as set forth in Exhibit D (Equipment List and Price Schedule). Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of the Agreement.

4. Exhibit D (Equipment List and Price Schedule) shall be deleted in its entirety and replaced with the attached revised Exhibit D (Equipment List and Price Schedule) to this Amendment.
5. Exhibit G (Defaulted Property Tax Reduction Program), attached hereto, is added to the Agreement.
6. Exhibit H (Contractor's Certification of Compliance with the County's Defaulted Property Tax Reduction Program), attached hereto and executed by Contractor, is added to the Agreement.

COUNTY OF LOS ANGELES

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76119
FOR MIDEO FORENSIC IMAGING EQUIPMENT
MAINTENANCE AND SUPPORT SERVICES

7. Exhibit A (Additional Terms and Conditions), Paragraph 56.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and Paragraph 57.0 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program), are added to the Agreement, and shall read as follows:

56.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon county and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206 as set forth in Exhibit H (Defaulted Property Tax Reduction Program) of this Agreement.

57.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 56.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect.

Contractor and the person executing this Amendment on behalf of Contractor hereby represent and warrant that the person executing this Amendment for contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76119
FOR MIDEO FORENSIC IMAGING EQUIPMENT
MAINTENANCE AND SUPPORT SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Two to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Two, or caused it to be duly executed by its duly authorized officer.

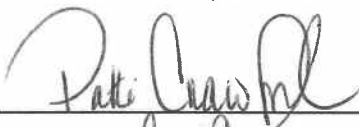
COUNTY OF LOS ANGELES

By: _____
Chair, County of Los Angeles

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

MIDEO SYSTEMS, INCORPORATED

By: 
Print Name: Patti Crawford
Title: Vice President

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By: 
Deputy County Counsel

Date: 3/2/2010

EXHIBIT D	Los Angeles County Sheriff's Department										
	Mideo Forensic Imaging Equipment Maintenance - project 268SH										
	Equipment List & Pricing Schedule - Part 2 Maintenance Program										
Department	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	6/15/07- 6/14/08 Year 1 \$3,205.21	6/15/08 - 6/14/09 Year 2 \$4,175.00	6/15/09 - 6/14/10 Year3 \$4,175.00	6/15/10 - 6/14/11 Optional Year 4 \$4,175.00	6/15/11 - 6/14/12 Optional Year 5 \$4,175.00	6 months Optional Term 3 \$2,087.50
Firearms (existing)	31065489										
System 1		Sept., 2005	Lumenera In4 Lumenera In3 Computer - 4 17" Monitor- 4 Adapters - 5 Adapters - 1 Software		8/31/2007	1st Yr prorated from 8/31/07 to 6/15/08					
System 2		Sept., 2005	Lumenera In4 Lumenera In3 Computer Monitor Software		8/31/2007						
Systems 3		Sept., 2005	Lumenera Computer Monitor Software		8/31/2007						
System 4		Sept., 2005	Lumenera Computer Monitor Software		8/31/2007						
BioExpert	30C4751	6/29/2000 Upgraded 9/27/05	Canon Camera Monitor Stereo Scope Software		Expired	\$3,642.40	\$3,642.40	\$3,642.40	\$3,642.40	\$3,642.40	1,821.20
Firearms (new) P.O. #31100349	W9052 Rev2	April, 2007	Forensic Workstation 1 Workbench Computer 24" monitor FlexArm Digital Macro Camera Auxiliary lenses SZ6145 StereoMicroscope Ball Bearing Boom Arm willum plate Illuminator 3.3 MP MicroCamera 19" monitor Camera Column 3.3 Digital camera 50mm lens ASL filter kit LED Lighting System EZDoc Plus Software			In Quote	\$7,625.40	\$7,625.40	\$7,625.40	\$3,812.70	

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Latents (new) P.O. #31101910	W8943 rev 2	April, 2007	Mobile Expert Training System Elevate Workbench Camera Column FlexArm System Computer 19" Monitor Monitor Mount 5.0 MegaPixel Camera 12mm lens Filter Set LED Lighting System Clamps for Lights Scanner Printer EZDoc Plus Software		In quote	\$3,101.90	\$3,101.90	\$3,101.90	\$1,550.95	
P.O.# 31101910	W8944 rev 2	April, 2007	Mobile Comparison System Elevate Workbench Camera Column FlexArm System Computer 19" Monitor Monitor Mount Camera 12mm lens Filter Set LED Lighting System Clamps for Lights Scanner Printer EZDoc Plus Software		In quote	\$2,802.40	\$2,802.40	\$2,802.40	\$1,401.20	
P.O. #DPO-SH-36509260-2	W89427	7/22/2009	CASEWORKS Software - 47	7/21/2010		In Quote	\$14,744.13	\$16,523.32	\$8,261.66	
P.O. #Q43406	EndPoint	6/4/2008	Epson Scanners - 47	7/21/2010		In Quote	\$2,518.13	\$2,815.30	\$1,407.65	
P.O. #Q43313	Dell	5/28/2018	24" Monitors - 47	7/21/2010		In Quote	\$1,660.56	\$1,856.50	\$928.25	
Photo Lab (new) P.O. #31100353	W8946 rev1	April, 2007	Digital Image Management System Computer - 4 24" monitor - 4 Canon Camera Canon 50mm lens 100mm lens 105mm lens flash Photoshop Software -4 EZDoc Plus Software - 6		In quote	\$5,893.00	\$5,893.00	\$5,893.00	\$2,946.50	
QD (existing)	3000268	1997	CLAB Sony DCX Camera Computer 2 monitors SZX12 Microscope Sony Video Printer	Expired	\$3,806.94	\$3,806.94	\$3,806.94	\$3,806.94	\$1,903.47	

[illegible]

EXHIBIT G

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206.010 through 2.206.080
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County

Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT H

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

EXHIBIT H

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Mideo Systems, Incorporated		
Company Address: 15206 Transistor Lane		
City: Huntington Beach	State: California	Zip Code: 92649
Telephone Number: 714-379-3760		
Email address: pcrawford@mideosystems.com		
Contract for Mideo Forensic Imaging Equipment Maintenance and Support Services Agreement No. 76119		

Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ Contractor is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Pat Crawford</u>	Title: <u>Vice President</u>
Signature: <u>[Signature]</u>	Date: <u>3/22/10</u>

Date: 3/22/10